

## EXHIBIT “A”

Arent Fox LLP / New York, NY / Washington, DC / Los Angeles, CA

# Arent Fox

April 7, 2011

Windsor Securities, LLC  
Steven Prusky  
25 East Athens Avenue  
Ardmore, PA 19003

**Jule Rousseau**  
Attorney  
212.484.3948 DIRECT  
212.484.3990 FAX  
rousseau.jule@arentfox.com

Reference Number  
977777.12818

Re: Engagement Letter

Dear Steven:

This letter describes the terms on which Arent Fox LLP (the "Firm," "we" or "us") has agreed to provide legal services to Windsor and you (the "Client" or "you"). As I have explained to you in our conversation, our internal policies require us to provide you with a written statement of the terms on which you have engaged us and on which we have agreed to provide legal services to you.

## Description of Engagement

We have been engaged to represent you generally in connection with your business ventures and to handle specific assignments at your direction. Among the services we provide to you are handling matters in litigation, providing advice and guidance in connection with negotiations, settlements, and providing regulatory advice and assistance in your business. The scope of our engagement under this letter may be enlarged from time to time as you ask us to perform additional services and we agree to perform such additional services. No additional written agreement will be required to document these periodic changes.

## Description of Basis for Legal fees

We charge for legal services on the basis of the time devoted to your matters by our professional staff in performing the services. Our hourly rates for attorneys and other professionals likely to be involved in your matter presently range from \$700 to \$280. These rates may be adjusted from time to time, typically on an annual basis. I anticipate that most of the work on the initial matters for you will be performed by Eric Biderman, James Westerlind and me. The current hourly rate that I will charge you is \$690 an hour. The rates for James and Eric will be consistent with prior rates we have charged for their time.

NYC/576825.1

SMART IN YOUR WORLD®

1675 Broadway  
New York, NY 10019-5820  
T 212.484.3900 F 212.484.3990

1050 Connecticut Avenue, NW  
Washington, DC 20036-5339  
T 202.857.6000 F 202.857.6395

555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013-1065  
T 213.629.7400 F 213.629.7401

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### Description of Basis for charges other than legal fees

In addition to fees, you will be responsible to reimburse us for third-party costs incurred on your behalf and to pay our customary charges for various services such as toll calls, travel, facsimile, central word processing, LEXIS/WESTLAW and other computer database uses, duplicating, messengers, secretarial overtime, and transcripts, if applicable. In some cases, our customary charges for these services exceed the direct costs incurred by us in providing these services.

### Billing and Payment Procedures

Our statements will be rendered monthly. Charges for expenses will be based on information available to us at the time the statements are rendered. In appropriate cases, the statements may include estimated charges for expenses, in which event the estimates will be reconciled when final information becomes available.

Our statements are payable upon receipt. Prompt payment is a requirement for our continued representation. If statements are not paid within 30 days after the invoice date, we retain the right to charge interest on overdue amounts, from the date the invoice is rendered until the date it is paid, at the legal rate of 9%. In the unfortunate event that we are forced to incur collection costs to obtain payment, you also will be responsible for the collection costs, including reasonable attorneys' fees.

You acknowledge and agree that we have a retaining lien on your files to secure payment of our statements to the fullest extent permitted by applicable law and rules of professional conduct.

### Termination of Representation

#### Your Right to Terminate Representation

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with our representation up to the termination, and for the fees and charges to transfer the work to another attorney. These charges will include the copying costs necessary to create a duplicate set of files, if we elect to retain one for our records.

#### Our Right to Terminate Representation

We may also terminate our representation of you for any reason consistent with the rules of professional conduct, including non-payment of fees and charges.

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### **Conclusion of Our Representation**

At any time there are no active matters in which we are representing you, you will be considered a former, rather than a current, client of ours, unless and until you ask us to perform additional services and we agree to perform such additional services. If you become a former client, we will be entitled, under applicable rules of professional conduct, to undertake representations adverse to you in matters that are not the same as, or substantially related to, any matter in which we have represented you. However, under no circumstances will we, in the course of representing any other client, use or disclose any confidential, non-public information that we have obtained as a result of any representation of you.

### **Limitation on our Obligations**

You agree that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described under the paragraph entitled "Description of Engagement." You also agree that our representation does not entail a continuing obligation to advise you concerning legal developments that arise after we have completed an assignment for you, even if the developments affect a matter in which we have represented you.

### **Advance Clearance of Conflicts of Interest**

You are aware that we represent many other companies and individuals. It is possible that some of our existing or future other clients will have disputes with you (or your affiliates) or engage in transactions with you (or your affiliates) during the time that we are representing you. Therefore, as a condition to our agreement to undertake the representation of you, you have agreed that, without further notice to you, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not the same as, or substantially related to, any matter in which we represent you, even if the interests of the other clients in those other matters (or in the matters in which we represent you) are directly adverse to you (or your affiliates). Of course, under no circumstances will we, in the course of representing any other client, use or disclose any confidential, non-public information that we have obtained as a result of our representation of you. You recognize that the agreement in this paragraph is an essential condition of our representation of you and you therefore agree that it cannot be terminated without our written consent.

### **Nonlawyer professionals**

Some of our services may be provided by nonlawyer professionals (such as government relations directors). You should be aware that communications between you and a nonlawyer

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professional may not be covered by the attorney-client privilege even if the same communication would be protected by that privilege if made between you and an attorney.

### Retention or Destruction of Records

We adopt policies from time to time concerning the retention or destruction of records relating to engagements by clients. After the conclusion of our representation of you on any particular matter, we may destroy any records as we believe is appropriate. If you and we agree that we will retain records for a particular period, that agreement will supersede this general rule. If we are required by applicable law to retain records for a particular period, the applicable law will supersede this general rule.

### Dispute Resolution Procedures

We and you agree that in the event a dispute should arise as to our fee for legal services, we and you will resolve the fee dispute by arbitration conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), except that we and you agree to be bound by the decision of the arbitrator(s) and agree to waive our respective rights to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed.

By signing this letter, we and you acknowledge that we and you have received and read the official written instructions and procedures for Part 137 and the written instructions and procedures for the Joint Committee on Fee Disputes and Conciliation housed at the New York County Lawyer's Association, copies of which can be accessed from our website at [www.arentfox.com/adr.html](http://www.arentfox.com/adr.html). We and you understand that neither is required to agree to waive its right to seek a trial *de novo* under Part 137. The agreement does not foreclose your and our attempting to resolve any fee dispute at any time through voluntary mediation.

In connection with any dispute involving legal fees or expenses, neither we nor you will seek relief from any court except to enforce the arbitration award. If for any reason this arbitration procedure is unavailable, then we and you agree that any litigation will be commenced only in the United States District Court for the Southern District of New York (or, if that court has no jurisdiction over the matter, in the Supreme Court for New York County) and you consent to the exclusive jurisdiction of that court.

### Governing Law

The provisions in this letter will be governed by the laws of the State of New York.

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### Condition to Representation

Our agreement to represent you is subject to the approval of the Firm's Financial Management Committee. If for any reason the representation is not approved, we will inform you promptly. If the representation is not approved and if, at the time of such disapproval, we have commenced working on your matter, our representation will be deemed to be terminated and we will not charge you for any legal fees for our work on the matter.

If you have any questions about this letter, please do not hesitate to call to discuss them before countersigning this letter. If you do wish to proceed, please sign the enclosed copy of this letter and return it to me to confirm your agreement to the terms of our engagement. We look forward to working with you.

Very truly yours,

Arent Fox LLP

Agreed:

By:

Name: Steven Prusky

Windsor Securities, LLC